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The Paul Revere Life Insurance Company

**UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF CALIFORNIA**

GORDON R. OSBORN, D.D.S.,

Plaintiff,

v.

THE PAUL REVERE LIFE
INSURANCE COMPANY; and DOES 1
through 10, inclusive,

Defendants.

Case No. 1:21-cv-00842-CDB

**STIPULATED
CONFIDENTIALITY
AGREEMENT AND
PROTECTIVE ORDER**

IT IS STIPULATED AND AGREED, by and among the parties to this action, Plaintiff Gordon R. Osborn, D.D.S., (“Plaintiff”) and Defendant The Paul Revere Life Insurance Company (“Defendant”) (collectively referred to herein as “the parties”) that certain documents, materials or information produced in discovery, shall be subject to the following Agreement with respect to confidentiality and privacy, subject to the approval of the Court.

1. PURPOSES AND LIMITATIONS

1.1 Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than

1 prosecuting this litigation may be warranted. Accordingly, the parties hereby
2 stipulate to and petition the court to enter the following Stipulated Protective Order.
3 The parties acknowledge that this Order does not confer blanket protections on all
4 disclosures or responses to discovery and that the protection it affords from public
5 disclosure and use extends only to the limited information or items that are entitled
6 to confidential treatment under the applicable legal principles. The parties further
7 acknowledge, as set forth in Section 12.3, below, that this Stipulated Protective
8 Order does not entitle them to file confidential information under seal; Eastern
9 District Local Rule 141 sets forth the procedures that must be followed and reflects
10 the standards that will be applied when a party seeks permission from the court to
11 file material under seal.

12 1.2 Good Cause Statement. This action arises out of Plaintiff's claim for
13 benefits under a disability policy issued by Defendant. The parties recognize that
14 sensitive, confidential or proprietary information will be sought from each side in
15 discovery. Disclosure or dissemination of these materials could result in substantial
16 harm to the parties' interests, as well as to third parties.

17 The parties do not wish unreasonably to impede or burden the discovery
18 process but, at the same time, recognize an obligation to take reasonable steps to
19 safeguard legitimate privacy concerns. The parties believe that issuance of a
20 protective order, upon stipulated terms and conditions, will balance both parties'
21 rights and needs for reasonable discovery with their interests in keeping sensitive
22 and/or proprietary information confidential.

23 2. DEFINITIONS

24 2.1 Challenging Party: a Party or Non-Party that challenges the
25 designation of information or items under this Order.

26 2.2 "CONFIDENTIAL" Information or Items: information (regardless of
27 how it is generated, stored or maintained) or tangible things that qualify for
28 protection under Federal Rule of Civil Procedure 26(c). This material may include,

1 but is not limited to personnel records and/or proprietary information.

2 2.3 Counsel (without qualifier): Outside Counsel of Record and House
3 Counsel (as well as their support staff).

4 2.4 Designating Party: a Party or Non-Party that designates information or
5 items that it produces in disclosures or in responses to discovery as
6 “CONFIDENTIAL.”

7 2.5 Disclosure or Discovery Material: all items or information, regardless
8 of the medium or manner in which it is generated, stored, or maintained (including,
9 among other things, testimony, transcripts, and tangible things), that are produced
10 or generated in disclosures or responses to discovery in this matter.

11 2.6 Expert: a person with specialized knowledge or experience in a matter
12 pertinent to the litigation who has been retained by a Party or its counsel to serve as
13 an expert witness or as a consultant in this action.

14 2.7 House Counsel: attorneys who are employees of a party to this action.
15 House Counsel does not include Outside Counsel of Record or any other outside
16 counsel.

17 2.8 Non-Party: any natural person, partnership, corporation, association, or
18 other legal entity not named as a Party to this action.

19 2.9 Outside Counsel of Record: attorneys who are not employees of a
20 party to this action but are retained to represent or advise a party to this action and
21 have appeared in this action on behalf of that party or are affiliated with a law firm
22 which has appeared on behalf of that party.

23 2.10 Party: any party to this action, including all of its officers, directors,
24 employees, consultants, retained experts, and Outside Counsel of Record (and their
25 support staffs).

26 2.11 Producing Party: a Party or Non-Party that produces Disclosure or
27 Discovery Material in this action.

28 2.12 Professional Vendors: persons or entities that provide litigation

1 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
2 demonstrations, and organizing, storing, or retrieving data in any form or medium)
3 and their employees and subcontractors.

4 2.13 Protected Material: any Disclosure or Discovery Material that is
5 designated as “CONFIDENTIAL.”

6 2.14 Receiving Party: a Party that receives Disclosure or Discovery
7 Material from a Producing Party.

8 3. SCOPE

9 The protections conferred by this Stipulation and Order cover not only
10 Protected Material (as defined above), but also (1) any information copied or
11 extracted from Protected Material; (2) all copies, excerpts, summaries, or
12 compilations of Protected Material; and (3) any testimony, conversations, or
13 presentations by Parties or their Counsel that might reveal Protected Material.
14 However, the protections conferred by this Stipulation and Order do not cover the
15 following information: (a) any information that is in the public domain at the time
16 of disclosure to a Receiving Party or becomes part of the public domain after its
17 disclosure to a Receiving Party as a result of publication not involving a violation
18 of this Order, including becoming part of the public record through trial or
19 otherwise; and (b) any information known to the Receiving Party prior to the
20 disclosure or obtained by the Receiving Party after the disclosure from a source
21 who obtained the information lawfully and under no obligation of confidentiality to
22 the Designating Party. Any use of Protected Material at trial shall be governed by a
23 separate agreement or order.

24 4. DURATION

25 Even after final disposition of this litigation, the confidentiality obligations
26 imposed by this Order shall remain in effect until a Designating Party agrees
27 otherwise in writing or a court order otherwise directs. Final disposition shall be
28 deemed to be the later of (1) dismissal of all claims and defenses in this action, with

1 or without prejudice; and (2) final judgment herein after the completion and
2 exhaustion of all appeals, rehearings, remands, trials, or reviews of this action,
3 including the time limits for filing any motions or applications for extension of time
4 pursuant to applicable law.

5 5. DESIGNATING PROTECTED MATERIAL

6 5.1 Exercise of Restraint and Care in Designating Material for Protection.

7 Each Party or Non-Party that designates information or items for protection under
8 this Order must take care to limit any such designation to specific material that
9 qualifies under the appropriate standards. The Designating Party must designate for
10 protection only those parts of material, documents, items, or oral or written
11 communications that qualify – so that other portions of the material, documents,
12 items, or communications for which protection is not warranted are not swept
13 unjustifiably within the ambit of this Order.

14 Mass, indiscriminate, or routinized designations are prohibited. Designations
15 that are shown to be clearly unjustified or that have been made for an improper
16 purpose (e.g., to unnecessarily encumber or retard the case development process or
17 to impose unnecessary expenses and burdens on other parties) expose the
18 Designating Party to sanctions.

19 If it comes to a Designating Party's attention that information or items that it
20 designated for protection do not qualify for protection, that Designating Party must
21 promptly notify all other Parties that it is withdrawing the mistaken designation.

22 5.2 Manner and Timing of Designations. Except as otherwise provided in
23 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
24 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
25 under this Order must be clearly so designated before the material is disclosed or
26 produced.

27 Designation in conformity with this Order requires:
28

1 (a) For information in documentary form (e.g., paper or electronic
2 documents, but excluding transcripts of depositions or other pretrial or trial
3 proceedings), that the Producing Party affix the legend “CONFIDENTIAL” to each
4 page that contains protected material. If only a portion or portions of the material on
5 a page qualifies for protection, the Producing Party also must clearly identify the
6 protected portion(s) (e.g., by making appropriate markings in the margins).

7 A Party or Non-Party that makes original documents or materials available
8 for inspection need not designate them for protection until after the inspecting Party
9 has indicated which material it would like copied and produced. During the
10 inspection and before the designation, all of the material made available for
11 inspection shall be deemed “CONFIDENTIAL.” After the inspecting Party has
12 identified the documents it wants copied and produced, the Producing Party must
13 determine which documents, or portions thereof, qualify for protection under this
14 Order. Then, before producing the specified documents, the Producing Party must
15 affix the “CONFIDENTIAL” legend to each page that contains Protected Material.
16 If only a portion or portions of the material on a page qualifies for protection, the
17 Producing Party also must clearly identify the protected portion(s) (e.g., by making
18 appropriate markings in the margins).

19 (b) any party may, within thirty (30) days after receiving a deposition
20 transcript, designate portions of the transcript, or exhibits to it, as being
21 “Confidential.” Confidential deposition testimony or exhibits may be designated by
22 stamping the exhibits “Confidential,” or by underlining the portions of the pages
23 that are confidential and stamping such pages “Confidential.” Until expiration of
24 the 30-day period, the entire deposition transcript, and all exhibits to it, will be
25 treated as confidential under the provisions of this Order. If no party timely
26 designates testimony or exhibits from a deposition as being “Confidential,” none of
27 the deposition testimony or exhibits will be treated as confidential. If a timely
28 “confidential” designation is made, the confidential portions and exhibits shall be

1 sealed separately from the remaining portions of the deposition, subject to the right
2 of any party to challenge such designation under paragraph 6 below.

3 (c) for information produced in some form other than documentary and
4 for any other tangible items, that the Producing Party affix in a prominent place on
5 the exterior of the container or containers in which the information or item is stored
6 the legend “CONFIDENTIAL.” If only a portion or portions of the information or
7 item warrant protection, the Producing Party, to the extent practicable, shall identify
8 the protected portion(s).

9 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
10 failure to designate qualified information or items does not, standing alone, waive
11 the Designating Party’s right to secure protection under this Order for such
12 material. Upon timely correction of a designation, the Receiving Party must make
13 reasonable efforts to assure that the material is treated in accordance with the
14 provisions of this Order.

15 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

16 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
17 designation of confidentiality at any time. Unless a prompt challenge to a
18 Designating Party’s confidentiality designation is necessary to avoid foreseeable,
19 substantial unfairness, unnecessary economic burdens, or a significant disruption or
20 delay of the litigation, a Party does not waive its right to challenge a confidentiality
21 designation by electing not to mount a challenge promptly after the original
22 designation is disclosed.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
24 resolution process by providing written notice of each designation it is challenging
25 and describing the basis for each challenge. To avoid ambiguity as to whether a
26 challenge has been made, the written notice must recite that the challenge to
27 confidentiality is being made in accordance with this specific paragraph of the
28 Protective Order. The parties shall attempt to resolve each challenge in good faith

1 and must begin the process by conferring directly (in voice to voice dialogue; other
2 forms of communication are not sufficient) within 14 days of the date of service of
3 notice. In conferring, the Challenging Party must explain the basis for its belief that
4 the confidentiality designation was not proper and must give the Designating Party
5 an opportunity to review the designated material, to reconsider the circumstances,
6 and, if no change in designation is offered, to explain the basis for the chosen
7 designation. A Challenging Party may proceed to the next stage of the challenge
8 process only if it has engaged in this meet and confer process first or establishes
9 that the Designating Party is unwilling to participate in the meet and confer process
10 in a timely manner.

11 6.3 Judicial Intervention. If the Parties cannot resolve a challenge without
12 court intervention, the Designating Party shall file and serve a motion to retain
13 confidentiality within 21 days of the initial notice of challenge or within 14 days of
14 the parties agreeing that the meet and confer process will not resolve their dispute,
15 whichever is earlier. Each such motion must be accompanied by a competent
16 declaration affirming that the movant has complied with the meet and confer
17 requirements imposed in the preceding paragraph. Failure by the Designating Party
18 to make such a motion including the required declaration within 21 days (or 14
19 days, if applicable) shall automatically waive the confidentiality designation for
20 each challenged designation. In addition, the Challenging Party may file a motion
21 challenging a confidentiality designation at any time if there is good cause for doing
22 so, including a challenge to the designation of a deposition transcript or any
23 portions thereof. Any motion brought pursuant to this provision must be
24 accompanied by a competent declaration affirming that the movant has complied
25 with the meet and confer requirements imposed by the preceding paragraph.

26 The burden of persuasion in any such challenge proceeding shall be on the
27 Designating Party. Frivolous challenges, and those made for an improper purpose
28 (e.g., to harass or impose unnecessary expenses and burdens on other parties) may

1 expose the Challenging Party to sanctions. Unless the Designating Party has waived
2 the confidentiality designation by failing to file a motion to retain confidentiality as
3 described above, all parties shall continue to afford the material in question the
4 level of protection to which it is entitled under the Producing Party's designation
5 until the court rules on the challenge.

6 7. ACCESS TO AND USE OF PROTECTED MATERIAL

7 7.1 Basic Principles. A Receiving Party may use Protected Material that is
8 disclosed or produced by another Party or by a Non-Party in connection with this
9 case only for prosecuting, defending, or attempting to settle this litigation. Such
10 Protected Material may be disclosed only to the categories of persons and under the
11 conditions described in this Order. When the litigation has been terminated, a
12 Receiving Party must comply with the provisions of section 13 below (FINAL
13 DISPOSITION).

14 Protected Material must be stored and maintained by a Receiving Party at a
15 location and in a secure manner that ensures that access is limited to the persons
16 authorized under this Order.

17 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
18 otherwise ordered by the court or permitted in writing by the Designating Party, a
19 Receiving Party may disclose any information or item designated
20 "CONFIDENTIAL" only to:

21 (a) the Receiving Party's Outside Counsel of Record in this action, as
22 well as employees of said Outside Counsel of Record to whom it is reasonably
23 necessary to disclose the information for this litigation and who have signed the
24 "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit
25 A;

26 (b) the officers, directors, and employees (including House Counsel)
27 of the Receiving Party to whom disclosure is reasonably necessary for this litigation
28

1 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
2 A);

3 (c) Experts (as defined in this Order) of the Receiving Party to whom
4 disclosure is reasonably necessary for this litigation and who have signed the
5 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

6 (d) the court and its personnel;

7 (e) court reporters and their staff, professional jury or trial consultants,
8 mock jurors, and Professional Vendors to whom disclosure is reasonably necessary
9 for this litigation and who have signed the “Acknowledgment and Agreement to Be
10 Bound” (Exhibit A);

11 (f) during their depositions, witnesses in the action to whom disclosure
12 is reasonably necessary and who have signed the “Acknowledgment and
13 Agreement to Be Bound” (Exhibit A), unless otherwise agreed by the Designating
14 Party or ordered by the court. Pages of transcribed deposition testimony or exhibits
15 to depositions that reveal Protected Material must be separately bound by the court
16 reporter and may not be disclosed to anyone except as permitted under this
17 Stipulated Protective Order; or

18 (g) the author or recipient of a document containing the information or
19 a custodian or other person who otherwise possessed or knew the information.

20 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED
21 IN OTHER LITIGATION

22 If a Party is served with a subpoena or a court order issued in other litigation
23 that compels disclosure of any information or items designated in this action as
24 “CONFIDENTIAL,” that Party must:

25 (a) promptly notify in writing the Designating Party. Such notification
26 shall include a copy of the subpoena or court order;

27 (b) promptly notify in writing the party who caused the subpoena or
28 order to issue in the other litigation that some or all of the material covered by the

1 subpoena or order is subject to this Protective Order. Such notification shall include
2 a copy of this Stipulated Protective Order; and

3 (c) cooperate with respect to all reasonable procedures sought to be
4 pursued by the Designating Party whose Protected Material may be affected.

5 If the Designating Party timely seeks a protective order, the Party served with
6 the subpoena or court order shall not produce any information designated in this
7 action as “CONFIDENTIAL” before a determination by the court from which the
8 subpoena or order issued, unless the Party has obtained the Designating Party’s
9 permission. The Designating Party shall bear the burden and expense of seeking
10 protection in that court of its confidential material – and nothing in these provisions
11 should be construed as authorizing or encouraging a Receiving Party in this action
12 to disobey a lawful directive from another court.

13 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
14 PRODUCED IN THIS LITIGATION

15 (a) The terms of this Order are applicable to information produced by a
16 Non-Party in this action and designated as “CONFIDENTIAL.” Such information
17 produced by Non-Parties in connection with this litigation is protected by the
18 remedies and relief provided by this Order. Nothing in these provisions should be
19 construed as prohibiting a Non-Party from seeking additional protections.

20 (b) In the event that a Party is required, by a valid discovery request, to
21 produce a Non-Party’s confidential information in its possession, and the Party is
22 subject to an agreement with the Non-Party not to produce the Non-Party’s
23 confidential information, then the Party shall:

24 (1) promptly notify in writing the Requesting Party and the Non-
25 Party that some or all of the information requested is subject to a confidentiality
26 agreement with a Non-Party;

27 (2) promptly provide the Non-Party with a copy of the
28 Stipulated Protective Order in this litigation, the relevant discovery request(s), and a

1 reasonably specific description of the information requested; and

2 (3) make the information requested available for inspection by
3 the Non-Party.

4 (c) If the Non-Party fails to object or seek a protective order from this
5 court within 14 days of receiving the notice and accompanying information, the
6 Receiving Party may produce the Non-Party's confidential information responsive
7 to the discovery request. If the Non-Party timely seeks a protective order, the
8 Receiving Party shall not produce any information in its possession or control that
9 is subject to the confidentiality agreement with the Non-Party before a
10 determination by the court. Absent a court order to the contrary, the Non-Party shall
11 bear the burden and expense of seeking protection in this court of its Protected
12 Material.

13 10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

14 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed
15 Protected Material to any person or in any circumstance not authorized under this
16 Stipulated Protective Order, the Receiving Party must immediately (a) notify in
17 writing the Designating Party of the unauthorized disclosures, (b) use its best
18 efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the
19 person or persons to whom unauthorized disclosures were made of all the terms of
20 this Order, and (d) request such person or persons to execute the "Acknowledgment
21 and Agreement to Be Bound" that is attached hereto as Exhibit A.

22 11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
23 PROTECTED MATERIAL

24 When a Producing Party gives notice to Receiving Parties that certain
25 inadvertently produced material is subject to a claim of privilege or other
26 protection, the obligations of the Receiving Parties are those set forth in Federal
27 Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify
28 whatever procedure may be established in an e-discovery order that provides for

1 production without prior privilege review. Pursuant to Federal Rule of Evidence
2 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure
3 of a communication or information covered by the attorney-client privilege or work
4 product protection, the parties may incorporate their agreement in the stipulated
5 protective order submitted to the court.

6 12. MISCELLANEOUS

7 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
8 person to seek its modification by the court in the future.

9 12.2 Right to Assert Other Objections. By stipulating to the entry of this
10 Protective Order no Party waives any right it otherwise would have to object to
11 disclosing or producing any information or item on any ground not addressed in
12 this Stipulated Protective Order. Similarly, no Party waives any right to object on
13 any ground to use in evidence of any of the material covered by this Protective
14 Order.

15 12.3 Filing Protected Material. Without written permission from the
16 Designating Party or a court order secured after appropriate notice to all interested
17 persons, a Party may not file in the public record in this action any Protected
18 Material. A Party that seeks to file under seal any Protected Material must comply
19 with Local Rule 141. Protected Material may only be filed under seal pursuant to a
20 court order authorizing the sealing of the specific Protected Material at issue.
21 Pursuant to Local Rule 141, a sealing order will issue only upon a request
22 establishing that the Protected Material at issue is privileged, protectable as a trade
23 secret, or otherwise entitled to protection under the law. If a Receiving Party's
24 request to file Protected Material under seal pursuant to Local Rule 141 is denied
25 by the court, then the Receiving Party may file the information in the public record
26 unless otherwise instructed by the Court.

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13. FINAL DISPOSITION

The provisions of this Order shall continue to apply to “all Protected Material” and information after this suit has been terminated. After the Final Disposition of this Action, as defined in paragraph 4, within 60 days of a written request by the Designating Party, each Receiving Party must return all Protected Material to the Producing Party or destroy such material. Alternatively, the parties and/or any Producing Party may agree in writing on appropriate methods of destruction. As used in this subdivision, “all Protected Material” includes all copies, abstracts, compilations, summaries, and any other format reproducing or capturing any of the Protected Material. Whether the Protected Material is returned or destroyed, the Receiving Party must submit a written certification to the Producing Party (and, if not the same person or entity, to the Designating Party) that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

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1 **IT IS SO STIPULATED.**

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3 DATED: May 2, 2023

DONAHUE & HORROW, LLP

4 By: *s/Scott Calvert*
5 *[as authorized on May 2, 2023]*

6 _____
MICHAEL B. HORROW

7 SCOTT E. CALVERT

8 Attorneys for Plaintiff

9 Gordon R. Osborn, D.D.S.

10
11 DATED: May 2, 2023

BURKE, WILLIAMS & SORENSEN, LLP

12 By: *s/ Kyle Anne Piasecki*

13 _____
DANIEL W. MAGUIRE

14 KYLE ANNE PIASECKI

15 Attorneys for Defendant

16 The Paul Revere Life Insurance Company

17
18 **PURSUANT TO STIPULATION, IT IS SO ORDERED.**

19
20 IT IS SO ORDERED.

21 Dated: May 11, 2023

22 
23 _____
24 UNITED STATES MAGISTRATE JUDGE

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
_____ [print or type full address], declare under penalty of perjury
that I have read in its entirety and understand the Stipulated Protective Order that
was issued by the United States District Court for the Eastern District of California
on _____ [date] in the case of *Gordon Osborn, D.D.S., v. The Paul Revere Life
Insurance Company*, Case No. 1:21-cv-00842-BAK (EPG). I agree to comply with
and to be bound by all the terms of this Stipulated Protective Order and I
understand and acknowledge that failure to so comply could expose me to sanctions
and punishment in the nature of contempt. I solemnly promise that I will not
disclose in any manner any information or item that is subject to this Stipulated
Protective Order to any person or entity except in strict compliance with the
provisions of this Order. I further agree to submit to the jurisdiction of the United
States District Court for the Eastern District of California for the purpose of
enforcing the terms of this Stipulated Protective Order, even if such enforcement
proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
_____ [print or type full address and
telephone number] as my California agent for service of process in connection with
this action or any proceedings related to enforcement of this Stipulated Protective
Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____

Signature: _____